

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
1:25-cv-00391-CCE-LPA**

JOSHUA STOW, SHARONE BUNN,
AND TIARA LOFTON, individually and
behalf of all others similarly situated,

Plaintiffs,

v.

ACTIVEHOURS, INC. d/b/a EARNIN,

Defendant.

**DECLARATION OF STEVEN FLICK
IN SUPPORT OF MOTION TO
COMPEL ARBITRATION**

I, Steven Flick, declare:

1. I have been employed by Activehours, Inc. d/b/a Earnin (“EarnIn”) as the Head of Customer Relationship Management (“CRM”) since January 2022. From the first quarter of 2022 to the third quarter of 2023, I oversaw the team that sent marketing and transactional communications to EarnIn users. As part of my job, I am personally familiar with the systems and records that relate to EarnIn’s communications to EarnIn users, as well as the way these communications are logged in the ordinary course of business (“Records”). I have also become personally familiar with how to view these Records. I make the statements in this declaration based on my personal knowledge of the matters set forth below and based upon my review of EarnIn’s records that are maintained in the ordinary course of business. If called as a witness, I could and would testify competently to the matters stated herein.

2. I submit this declaration in support of EarnIn’s Motion to Compel Arbitration in the above action.

Review of Communications for Plaintiffs' EarnIn Accounts

3. I have reviewed the EarnIn marketing and transactional communication Records for Plaintiffs Joshua Stow, Sharone Bunn, and Tiara Lofton (collectively, the “Plaintiffs”) that are kept in the ordinary course of business. Included in these Records is information related to email notifications sent by EarnIn to Plaintiffs regarding the Terms of Service effective on November 23, 2023, retrieved from EarnIn’s Amplitude analytics tool and Braze customer engagement platform.

4. Amplitude is a product analytics tool that provides data in a readable format reflecting EarnIn users’ use of EarnIn’s platform, including the dates they created their accounts, transaction records, and records of communications that EarnIn has sent to its users

5. Braze is a customer engagement platform that allows EarnIn to map customer information to EarnIn communications (i.e., a tool that facilitates directed customer communications).

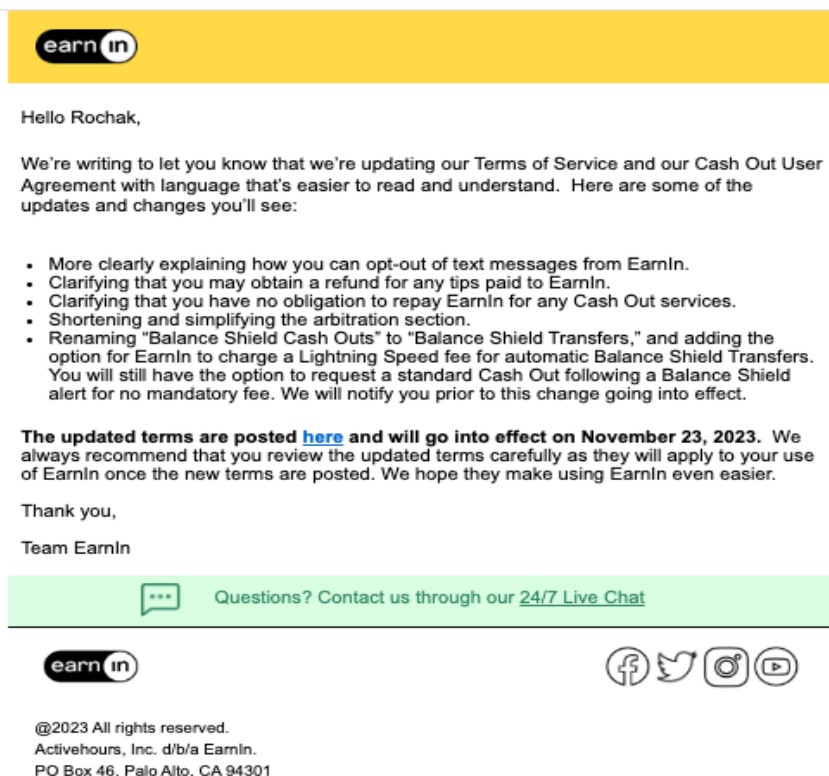
Plaintiffs Received Notice of EarnIn’s Updated Terms of Service in November 2023

6. On November 23, 2023, EarnIn updated its Terms of Service (“ToS”).

7. On November 21, 2023—two days before the November 23, 2023 ToS became effective—EarnIn emailed users who had requested a Cash Out within the past two years to inform them of the forthcoming update (the “2023 Notice Email”).

8. EarnIn’s Records show that EarnIn delivered the 2023 Notice Email to the email addresses associated with each Plaintiffs’ account on November 21, 2023, with the subject line “EarnIn Terms of Service & Cash Out Agreement Update.” The 2023 Notice Email informed recipients, including Plaintiffs, that EarnIn was updating its Terms of Service and Cash Out User Agreement and provided a bullet-point summary of the changes. EarnIn also included a blue


hyperlink to the updated Terms of Service in the body text, informing users in bolded text: “**The updated terms are posted here and will go into effect on November 23, 2023.**” A true and correct copy of the 2023 Notice Email is attached hereto as **Exhibit A**, and displayed here:¹



9. Using the email address associated with the Plaintiffs' accounts, I looked up and retrieved records in EarnIn's Amplitude analytics tool based on account activity for the Plaintiffs' EarnIn accounts. Those records indicate that EarnIn delivered the 2023 Notice Email to Bunn, Stow, and Lofton's on-file email addresses on November 21, 2023. Screenshots of Plaintiffs' records from EarnIn's Amplitude analytics tool are attached hereto as **Exhibit B** (Bunn, reflecting Amplitude ID 360407078114), **Exhibit C** (Stow, reflecting Amplitude ID 10988782525), and **Exhibit D** (Lofton, reflecting Amplitude ID 631925116806), respectively.

¹ **Exhibit A** includes a salutation addressed to "Rochak," as this is a sample email EarnIn retained for its Records. The 2023 Notice Email sent to Plaintiffs would have included a salutation that either included the Plaintiff's name or used the term "Community Member" in place of "Rochak."

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information, and belief. Executed on this 17th day of July, 2025 in Mountain View, California.

/s/ 
Steven Flick

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was electronically filed on this day with the Clerk of Court using the CM/ECF system which will automatically send notice of the same addressed to all counsel of record.

This the 17th day of July, 2025.

/s/ Stephen V. Carey

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